

A. G. Contract No. KR94-2121-TRN
ECS File: JPA 94-134
Project: STP-037-3(013)
Tracs: 89 A CN 537 H 0504 05C
Section: US 89A Navajo Bridge
Interpretive Center

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR
THE NATIONAL PARK SERVICE

THIS AGREEMENT is entered into 6 June, 1995
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, acting by
and through its CONTRACTING OFFICER (the "NPS").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The NPS is empowered by U.S.C., Sections 8A and 17J-2
to enter into this agreement and has authorized the undersigned
to execute this agreement on behalf of the NPS.

3. Incident to the construction of the Navajo Bridge
replacement project, it is to the mutual advantage of the State
and the NPS to provide interpretive area facilities under the
conditions stipulated in NPS letter dated 16 November 1992,
attached hereto and made a part hereof as Exhibit A, within the
easement for right of way on State Route 89A at the following
location:

North of U.S. 89A centerline roadway Station
3740+25 to station 3760+25.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19959</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/06/95</u>
<u>Gene of the Hill</u> Secretary of State
By <u>Vicky Greenwald</u>

II. SCOPE OF WORK

1. The State will:

a. Prepare plans for the interpretive area project, complete with parking, restroom, and sales buildings, and submit them to the NPS for approval.

b. Construct the interpretive area facilities upon approval by NPS, at the State's expense.

c. Provide and install underground telephone and electric lines with meters to both the restroom and sales buildings. Install a self-contained composting toilet system, a cleaning water tank, and wastewater storage tank in the restroom.

d. Be responsible for costs of electric power to the restrooms and for site lighting in the interpretive area.

e. Upon completion of construction, provide maintenance of the interpretive area and historic bridge located north of US 89A roadway station 3740+25 to 3760+25 with due regard for safety; the maintenance to the interpretive area and the historic bridge shall include, but not be limited to repairs and/or replacement to mechanical, electrical, plumbing, flatwork, masonry, roofs, drainage structures, repair of damage due to vandalism, erosion and sedimentation conditions, bridge rails, handrails, bridge structural repairs, bridge painting, and all pavement repairs. Provide the guard rails and other barriers necessary to ensure the safety of pedestrians within the interpretive area and on the historic bridge, and to ensure the safety of river traffic passing below.

f. Be responsible for the regulation of activities on the historic bridge and its use by the public.

2. The NPS will:

a. Review design documents and provide comments as appropriate, and submit approval to the State.

b. Be responsible for the costs of electric power and telephone service to the sales building.

c. Enter into a Supplemental Memorandum of Agreement with the Glen Canyon Natural History Association (hereinafter referred to as the Association) for the operations of the interpretive building and custodial care of the entire interpretive area. The commercial activities undertaken by the

Association at the interpretive area will be limited to the sale of retail merchandise of an educational nature, roughly equivalent to that currently offered by the Association at the Carl Hayden Visitor Center.

d. Not allow the above commercial activities to expand such that the Association is elevated to the status of a park concessioner. No other commercial activities or vending will be permitted within the interpretive area or on the historic bridge.

e. Provide the custodial care of the interpretive area and historical bridge with due regard for safety, and in an attractive and sanitary manner, as they were designed by the State and approved by the NPS. The custodial care shall include all janitorial service and supplies such as; window washing, garbage and waste collection and disposal, routine toilet system operations per manufacturers recommendations, light bulb replacement, provision of cleaning water for the area, disposal of compost from the toilet system and disposal of any waste water.

f. As acting Property Manager, coordinate all repairs to the interpretive area upon obtaining approval from the District F office. The NPS shall contact contractors to complete such repairs, in accordance with State procurement code, and all billings will be forwarded to the District F office for payment by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the State's "Uniform Traffic Control Requirements".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State, and may be amended in writing by the parties hereto.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State the Federal Government, and acceptable to the State and the Federal Government.

6. Nothing in this agreement requires either party to spend funds in excess of the amounts appropriated by their respective legislative bodies.

7. The parties to this agreement will mutually agree on any closures of the interpretive area necessary to provide security, prevent vandalism or to operate within budgetary constraints. Such closures could be by hours of the day (such as a nighttime closure) or seasonal.

8. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex or national origin.

9. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

10. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E, Room 293E
Phoenix, AZ 85007

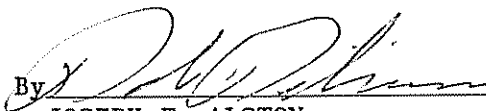
National Park Service
Superintendent
Glen Canyon National Recreation Area
P. O. Box 1507
Page, AZ 86040

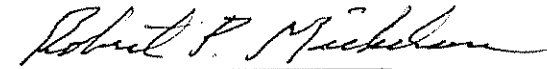
11. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UNITED STATES OF AMERICA,
DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

STATE OF ARIZONA
Department of Transportation

(FOR) By 
JOSEPH F. ALSTON,
Superintendent, Glen Canyon
National Recreation Area

By 
ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

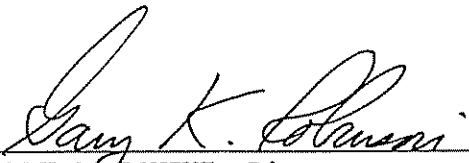
ATTEST

By _____

RESOLUTION

BE IT RESOLVED on this 29th day of August 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the National Park Service for the purpose of defining responsibilities for the design, construction, and maintenance of an interpretive area adjacent to US 89A in the Glen Canyon Recreational Area.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

For: 
LARRY S. BONINE, Director
Arizona Department of
Transportation

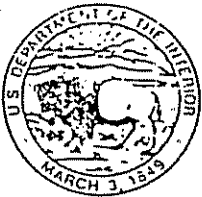


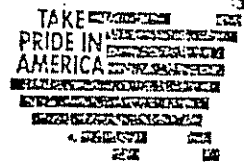
EXHIBIT "A"

United States Department of the Interior

NATIONAL PARK SERVICE

P.O. Box 37127

Washington, D.C. 20013-7127



IN REPLY REFER TO:

L3027

NOV 16

Mr. E. A. Wueste
Division Administrator
Federal Highway Administration
Region Nine, Arizona Division
234 N. Central Avenue, Suite 330
Phoenix, Arizona 85004

Dear Mr. Wueste:

This letter is written in response to your request for a highway right-of-way for the Arizona Department of Transportation on National Park Service lands within Grand Canyon National Park and Glen Canyon National Recreation Area. The right-of-way is necessary for Arizona Project 89ACN537 H050401R, which will include the construction of a replacement for Navajo Bridge, new bridge approaches and an interpretive area.

The assignment of an easement for right-of-way is to be made without reimbursement to the Department of Transportation, Federal Highway Administration, for conveyance to the Arizona Department of Transportation for highway purposes.

ARIZ. DIV.

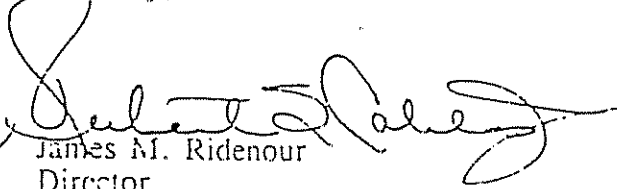

Pursuant to the authority vested in me in 23 U.S.C. 317 and 36 CFR, Part 14.50 as the authorized official of the National Park Service, Department of Interior, I hereby consent to the assignment of these lands to the Secretary of Transportation, subject to the following conditions:

1. The historic Navajo Bridge will remain and be used as a pedestrian bridge.
2. An interpretive area with parking, restrooms and an indoor sales area for the Glen Canyon Natural History Association will be provided on the Fredonia side of the bridge to allow for views of the canyon and historic bridge.
3. The Arizona Department of Transportation (ADOT), in cooperation with the National Park Service (NPS), will develop and implement an interpretive plan at the site to explain the significance and history of the Navajo Bridge.
4. The ADOT will maintain the existing Navajo Bridge. The ADOT will provide major maintenance (cyclic maintenance, equipment replacement and major repairs) for the interpretive area and restrooms on the Fredonia side of the bridge. The NPS will provide routine maintenance of the interpretive area and restrooms (including litter pickup, restroom cleaning and routine repairs to the restrooms). These parties will develop a cooperative agreement to outline this general agreement on maintenance in more specific detail prior to completion of the interpretive area construction.
5. The Glen Canyon Natural History Association will have a sales outlet at the interpretive area and assist the NPS with routine maintenance of the facility. All other businesses of any kind whether for profit or not for profit and vending will be prohibited in the interpretive area.

6. All areas disturbed by construction and maintenance activities will be restored to as near their natural condition as possible. All revegetation will be accomplished with species native to the area, and planting lists will be subject to review and approval by the NPS.
7. Upon discovery of any archeological, paleontological, or historical findings; the ADOT will halt any activities that involve digging or other material disturbance of the ground within the easement and notify the NPS. All artifacts discovered or unearthed are and remain the property of the United States. Possession of such artifacts will immediately be transferred to the NPS.
8. The ADOT shall take adequate measures to protect the Navajo Bridge Historic District from damage during construction and subsequent maintenance of this project. These measures shall include installation of a fence along the edge of the construction area to prevent encroachment into the historic district as detailed in the final construction drawings.
9. The ADOT shall take adequate measures as directed and approved by the NPS to protect the resources of Grand Canyon National Park and Glen Canyon National Recreation Area. The National Park Service will be allowed the opportunity to review any plans for development on the right-of-way to insure that park resources are not unduly impacted.
10. NPS personnel may enter and inspect the premises as deemed necessary and without restriction.
11. Water for construction and maintenance purposes must be obtained from sources outside of the boundaries of Glen Canyon National Recreation Area and Grand Canyon National Park. Access to the Colorado River at Lees Ferry will not be permitted.
12. The use of pesticides or herbicides in maintenance of the right-of-way on NPS lands is prohibited.
13. The easement herein granted is for the express purpose of the construction, maintenance and use of the bridge, highway and interpretive area. No other uses of this right-of-way are authorized.
14. When the need for the easement herein granted shall no longer exist, the ADOT shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the right-of-way shall immediately revert to the full control of the NPS of the Department of Interior.

Enclosed is a copy of the application and two prints showing the right-of-way requested by the State of Arizona.

Sincerely,


For  James M. Ridenour
Director

Enclosures



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

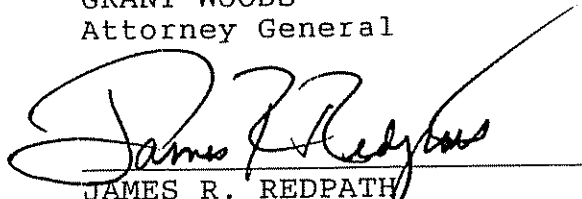
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2121-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 31st day of May, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/50